

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM510362

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cole Haan LLC		02/12/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	JPM Loan & Agency Services		
<b>Internal Address:</b>	10 S. Dearborn St		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3948432	GENEVIEVE	
<b>Registration Number:</b>	1335632	BRAGANO	
<b>Registration Number:</b>	1737633	COLE HAAN	
<b>Registration Number:</b>	1636109	COLE HAAN	
<b>Registration Number:</b>	1711855	COLE HAAN	
<b>Registration Number:</b>	1607846	COLE HAAN	
<b>Registration Number:</b>	3593212	COLE HAAN	
<b>Registration Number:</b>	3618399	COLE HAAN	
<b>Registration Number:</b>	3949420		
<b>Registration Number:</b>	3949419		
<b>Registration Number:</b>	1791590	COLE-HAAN	
<b>Registration Number:</b>	0832977	COLE-HAAN	
<b>Registration Number:</b>	1698236	COLE-HAAN	
<b>Registration Number:</b>	5579659	GRAND	
<b>Registration Number:</b>	5570539	ØORIGINALGRAND	
<b>Registration Number:</b>	5570538	ZERØGRAND	
<b>Registration Number:</b>	5570537	GRANDPRØ	
<b>Registration Number:</b>	5476142	COLE HAAN	

CH \$790.00 3948432

Property Type	Number	Word Mark
Registration Number:	4931412	PINCH HAND SEWN
Registration Number:	4931408	PINCH MAINE CLASSIC
Serial Number:	86430379	PINCH MAINE CLASSIC
Registration Number:	4860453	PINCH HAND SEWN
Registration Number:	4860452	PINCH MAINE CLASSIC
Registration Number:	4856312	GRAND.OS
Registration Number:	4886391	CHC
Registration Number:	4846585	COLE HAAN
Registration Number:	5022847	ZEROGRAND
Registration Number:	4396134	COLE HAAN
Registration Number:	4446630	CH
Registration Number:	4402993	COLE HAAN NEW YORK CITY
Registration Number:	4342798	1928

**CORRESPONDENCE DATA**

**Fax Number:** 2124464900

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 212-390-4147

**Email:** amanda.cirella@kirkland.com

**Correspondent Name:** Amanda Cirella (Paralegal)

**Address Line 1:** Kirkland & Ellis LLP

**Address Line 2:** 601 Lexington Avenue

**Address Line 4:** New York, NEW YORK 10022

<b>NAME OF SUBMITTER:</b>	Amanda Cirella
<b>SIGNATURE:</b>	/Amanda Cirella/
<b>DATE SIGNED:</b>	02/15/2019

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") dated February 12, 2019 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of JPMorgan Chase Bank, N.A. ("JPMorgan"), as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, CALCEUS ACQUISITION, INC., a Delaware corporation (the "Borrower"), CALCEUS MIDCO, INC., a Delaware corporation ("Holdings") JPMorgan, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and each other party thereto have entered into the Credit Agreement dated as of February 12, 2019 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral") all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A attached hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Initial Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COLE HAAN LLC,  
as the Initial Grantor

By: 

Name: Thomas Linko


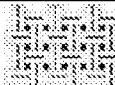
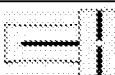
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By:   
Name: Devin Roccisano  
Title: Executive Director

SCHEDULE A

Trademarks and Trademark Applications

COUNTRY	TRADEMARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE	OWNER OF RECORD
United States	GENEVIEVE	77/758,343	06/12/2009	3948432	04/19/2011	Cole Haan LLC
United States	BRAGANO	73473643	04/03/1984	1335632	05/14/1985	Cole Haan LLC
United States	COLE HAAN	74053292	04/26/1990	1737633	12/01/1992	Cole Haan LLC
United States	COLE HAAN	74053296	04/26/1990	1636109	02/26/1991	Cole Haan LLC
United States	COLE HAAN	74221148	11/13/1991	1711855	09/01/1992	Cole Haan LLC
United States	COLE HAAN	74004085	11/20/1989	1607846	07/24/1990	Cole Haan LLC
United States	COLE HAAN	78903121	6/7/2006	3593212	03/17/2009	Cole Haan LLC
United States		77434999	03/28/2008	3618399	05/12/2009	Cole Haan LLC
United States		77134862	03/19/2007	3949420	04/19/2011	Cole Haan LLC
United States		77134858	03/19/2007	3949419	04/19/2011	Cole Haan LLC
United States	COLE-HAAN	74329526	11/09/1992	1791590	09/07/1993	Cole Haan LLC
United States	COLE-HAAN	72257538	10/28/1966	0832977	08/01/1967	Cole Haan LLC
United States	COLE-HAAN	74002386	11/20/1989	1698236	06/30/1992	Cole Haan LLC
United States	GRAND & Design	87809504	02/23/2018	5579659	10/09/2018	Cole Haan LLC
United States	ØORIGINAL-GRAND	87809507	02/23/2018	5570539	09/25/2018	Cole Haan LLC
United States	ZERØGRAND	87809506	02/23/2018	5570538	09/25/2018	Cole Haan LLC
United States	GRANDPRØ	87809502	02/23/2018	5570537	09/25/2018	Cole Haan LLC
United States	COLE HAAN	87074280	06/16/2016	5476142	05/22/2018	Cole Haan LLC
United States	PINCH HAND SEWN	86668483	06/19/2015	4931412	04/05/2016	Cole Haan LLC
United States	PINCH MAINE CLASSIC	86668403	06/19/2015	4931408	04/05/2016	Cole Haan LLC
United States	PINCH MAINE CLASSIC & Design	86430379	10/21/2014	491905	03/15/2016	Cole Haan LLC
United States	PINCH HAND SEWN & Design	86253138	04/15/2014	4860453	11/24/2015	Cole Haan LLC
United States	PINCH MAINE CLASSIC & Design	86253133	04/15/2014	4860452	11/24/2015	Cole Haan LLC
United States	GRAND.OS	86247189	04/09/2014	4856312	11/17/2015	Cole Haan LLC
United States	CHC & Design	86176586	01/27/2014	4886391	01/12/2015	Cole Haan LLC
United States	COLE HAAN	86087582	10/09/2013	4846585	11/03/2015	Cole Haan LLC
United States	ZEROGRAND	85946751	05/30/2013	5022847	08/16/2016	Cole Haan LLC
United States	COLE HAAN & Design	85837009	01/30/2013	4396134	09/03/2013	Cole Haan LLC
United States	CH & Design	85836986	01/30/2013	4446630	12/10/2013	Cole Haan LLC

COUNTRY	TRADEMARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE	OWNER OF RECORD
United States	COLE HAAN NEW YORK CITY & Design	85836913	01/30/2013	4402993	09/17/2013	Cole Haan LLC
United States	1928 & Design	77648777	01/13/2009	4342798	05/28/2013	Cole Haan LLC